

Exhibit A

DESIGN LICENSING AGREEMENT

THIS DESIGN LICENSING AGREEMENT (this "Agreement") is entered into with effect as of August 12, 2014 by Nation Design Partners, LLC and among Sigrid Olsen. Sigrid Olsen, an individual residing at, and NATION DESIGN PARTNERS, LLC, a Pennsylvania limited liability company ("Nation Design").

WHEREAS, Sigrid Olsen is wholly-owned by Sigrid Olsen.

WHEREAS, Sigrid Olsen is an experienced TV personality.

WHEREAS, Sigrid Olsen holds all right, title and interest in and to the trademark and trade name listed on Schedule 1 hereto (the "Trademark").

WHEREAS, the value of the Trademark are largely derived from the reputation, skill and design talents of Sigrid Olsen.

WHEREAS, Nation Design desires to license the right to use the Trademark and obtain the services of Sigrid Olsen in connection with the creation and design of Licensed Products (as hereinafter defined).

WHEREAS, Sigrid Olsen is willing to so license the right to use the Trademark and furnish such services in connection with the creation and design of Licensed Products on the terms provided in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Design Concept.

a. Sigrid Olsen, in consultation with Nation Design, shall create each season, from Nation Design's ideas, a program of themes and concepts with respect to the design of Licensed Products ("Design Concepts"), which shall be embodied in written descriptions of design themes and concepts, designs and sketches of all looks for the season, and samples of trim and desired qualities and colors. Sigrid Olsen and Nation Design shall confer on Design Concepts and shall make such modifications as are required to meet the approval of Nation Design.

b. The parties understand and agree that Nation Design shall be principally responsible for the development and presentation of all designs for Licensed Products, which designs shall be reviewed by Sigrid Olsen and shall be subject to the approval of Sigrid Olsen, such approval not to be unreasonably withheld, conditioned or delayed.

c. Sigrid Olsen shall ensure that Sigrid Olsen shall be principally responsible for creative supervision and control of the creation of the Design Concepts.

d. Nation Design shall be principally responsible for creating, refining and executing designs for each season consistent with the approved Design Concepts for that season.

e. Nation Design shall have the sole and exclusive right to communicate with customers, suppliers and manufacturers of Licensed Products and Sigrid Olsen shall not contact, discuss or communicate with any such customer, supplier or manufacturer in relation the Purchase Order details of the Licensed Products.

f. All patents and copyrights on designs of the Licensed Products created or supplied by Nation Design shall be owned exclusively, and applied for, by Nation Design or its designee, at Nation Design's discretion and expense, and shall designate Nation Design or its designee as the patent or copyright owner, as the case may be, therefore.

2. Copyright and License.

a. All designs, patterns, sketches, artwork, logos and other materials of Licensed Products and the use of such designs, artwork, sketches, logos and other materials are hereby assigned to, and shall be the property of Nation Design.

b. Subject to Sigrid Olsen's rights in the Trademark, all samples, sketches, design, artwork, logos and other materials are hereby assigned to and shall be the sole property of Nation Design.

c. Sigrid Olsen hereby grants to Nation Design the exclusive right, license and privilege (the "License") to use the Trademark; provided, however, that the License is limited to use in connection with Licensed Products manufactured and sold, or imported and sold, pursuant to this Agreement. All other rights in and to the Trademark, including without limitation all rights to use such Trademark in connection with products other than Licensed Products are expressly reserved by Sigrid Olsen. The License shall continue for such period as this Agreement shall be effective. Sigrid Olsen shall execute and deliver to Nation Design all documents and instruments necessary to perfect or evidence the License. Upon termination of this Agreement, for any reason whatsoever, any and all of Nation Design's right, title and interest in and to the License shall forthwith and without further act or instrument be assigned to, revert to and be the sole and exclusive property of Sigrid Olsen, and Nation Design shall have no further or continuing right or interest therein, except the limited right to complete the manufacture of and sell Licensed Products during any Disposal Period, as set forth in Section 8 hereof.

d. Licensed Products shall be sold by Nation Design only at the venues specified in Schedule 2, as such Schedule may be modified from time to time by mutual agreement of Nation Design and Sigrid Olsen.

e. Nation Design shall not sublicense any of the rights granted hereunder without first obtaining Sigrid Olsen's prior written consent in connection therewith.

f. Sigrid Olsen represents and warrants to Nation Design that it has full right, power and authority to enter into this Agreement, to grant the License and to perform all of its other obligations hereunder and to consummate all of the transactions contemplated herein.

g. Nation Design represents and warrants to Sigrid Olsen that Nation Design has full right, power and authority to enter into this Agreement, to perform all of its obligations hereunder and to consummate all the transactions contemplated herein.

3. Appearance Duties.

a. Sigrid Olsen shall appear on the Home Shopping Network (and on such other television shopping networks as to which the parties agree to develop Licensed Products and specified on Schedule 2) (each, an "Appearance") at such times as Nation Design shall reasonably request for the purpose of marketing and promoting Licensed Products.

4. Licensed Products.

a. As used herein, "Licensed Products" shall mean all apparel products developed by Nation Design from the Design Concepts and bearing one or more of the Trademark.

b. All aspects of the design of Licensed Products for each season, including, but not limited to, the type and quality of materials, colors, workmanship, styling, detail, dimensions and construction to be used in connection therewith, shall adhere to the Design Concepts.

c. Nation Design may employ subcontractors for the manufacture of Licensed Products.

5. Compensation; Accounting.

a. As compensation for the License and the designs and services rendered hereunder, Nation Design shall pay to Company the compensation specified in Schedule 2. Payments in respect of such compensation shall be paid as provided in Schedule 2.

b. Nation Design shall at all times keep an accurate account of all sales of Licensed Products within the scope of this Agreement and, for each year during the term of this Agreement, shall provide a full statement of such operations in writing to Sigrid Olsen within thirty days after the year as to which the statement relates. Such statements shall account separately for each different product category and shall include all

aggregate gross sales, [trade discounts, merchandise returns, sales of miscuts and damaged merchandise and net sales price of all sales] for the preceding twelve month period. Sigrid Olsen duly authorized representatives, on reasonable notice, shall have the right, no more than once in each year during regular business hours, for the duration of the term of this Agreement and for ninety (90) days thereafter, to examine the books of account and records and all other documents, materials and inventory in the possession or under the control of Nation Design and its successors with respect to the subject matter of this Agreement. All such books of account, records and documents shall be maintained and kept available by Nation Design for at least the duration of this Agreement and for ninety (90) days thereafter. If as a result of any examination of Nation Design's books and records it is shown that Nation Design's payments to Sigrid Olsen hereunder with respect to any twelve (12) month period were less than or greater than the amount which should have been paid to Sigrid Olsen, the appropriate party shall pay the difference to the other party.

6. Availability of Sigrid Olsen. Sigrid Olsen shall dedicate such time and effort and be available as shall be reasonably required by Nation Design in the performance of Sigrid Olsen's obligations hereunder. Notwithstanding the foregoing, in the event that Sigrid Olsen shall not be so available, Sigrid Olsen shall, nevertheless continue to perform its obligations under this Agreement.

7. Term and Termination.

a. This Agreement shall commence on the date hereof and end in 5 years with a 1 year written termination agreement or until HSN or TSC stops buying the product

b. Upon the breach or default of this agreement by Sigrid Olsen which breach or default shall not be cured within thirty days after written notice, in addition to any other remedy available to Nation Design under this Agreement or applicable law, Nation Design shall have the right, by sending written notice to Sigrid Olsen, to terminate this Agreement.

c. Upon the breach or default of this agreement by Nation Design, which breach or default shall not be cured within thirty days after written notice, in addition to any other remedy available to Sigrid Olsen under this Agreement or applicable law, Sigrid Olsen shall have the right, by sending written notice to Nation Design, to terminate this Agreement.

d. Upon termination of this Agreement, neither party shall have any further rights or obligations under this Agreement other than in respect of any antecedent breach.

8. Disposal of Stock upon Sale or Termination. Notwithstanding anything contained herein to the contrary, upon the expiration of the term or the earlier termination of this Agreement, Nation Design shall have the right to sell, liquidate or otherwise dispose of all Licensed Products subject to its control in such manner as Nation Design shall reasonably deem advisable.

9. Indemnity. Sigrid Olsen shall indemnify and save and hold harmless Nation Design, and its directors, officers, servants, agents and employees, from and against any and all liability, claims, causes of action, suits, damages and expenses (including reasonable attorney's fees and expenses in actions involving third parties or between the parties hereto), which they, or any of them, are or become liable for, or may incur, or be compelled to pay by reason of any acts, whether of omission or commission, that may be committed or suffered by Nation Design or any of its directors, officers, servants, agents or employees in connection with the License or its use of the Trademark in accordance with this Agreement or its use of the designs to be provided by Sigrid Olsen hereunder.

10. Confidentiality. Each party and its affiliates, employees, attorneys, bankers and accountants, shall hold in confidence and not use or disclose, except as permitted by this Agreement, (i) confidential information of any other party or (ii) the terms of this Agreement, except upon consent of the other parties or pursuant to, or as may be required by law, or in connection with regulatory or administrative proceedings and only then with reasonable advance notice of such disclosure to the other parties if permitted by law.

11. Miscellaneous.

a. All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed to have been properly given or sent (i) on the date when such notice, request, consent or communication is personally delivered, or (ii) five (5) days after the same was sent, if sent by certified or registered mail or (iii) two (2) days after the same was sent, if sent by overnight courier delivery or confirmed telecopier, as follows:

if to Nation Design, addressed as follows:
234 West 39th Street 6th Floor
New York, NY 10018

Attention: _____
Telecopier: _____

if to, Sigrid Olsen addressed as follows:

Attention: Sigrid Olsen
Telecopier: _____

Anyone entitled to notice hereunder may change the address to which notices or other communications are to be sent to it by notice given in the manner contemplated hereby.

b. Nothing herein contained shall be construed to place the parties in the relationship of partners or joint ventures, and none of Nation Design or Sigrid Olsen shall have any power to obligate or bind the other in any manner whatsoever, except as otherwise provided for herein.

c. None of the terms hereof can be waived or modified except by an express agreement in writing signed by the party to be charged. The failure of any party hereto to enforce, or the delay by any party in enforcing, any of its rights hereunder shall not be deemed a continuing waiver or a modification thereof and any party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any and all of such rights. All rights and remedies provided for herein shall be cumulative and in addition to any other rights or remedies such parties may have at law or in equity. Any party hereto may employ any of the remedies available to it with respect to any of its rights hereunder without prejudice to the use by it in the future of any other remedy with respect to any of such rights. No person, firm or corporation, other than the parties hereto, shall be deemed to have acquired any rights by reason of anything contained in this Agreement.

d. No Party may assign its rights and obligations under this Agreement without the prior written consent of the other parties.

e. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

f. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania applicable to contracts made and to be wholly performed therein without regard to its conflicts of law rules.

g. If any dispute between the parties leads to litigation, the parties agree that the courts of the Commonwealth of Pennsylvania in the County of Philadelphia, or the federal courts in that County, shall have the exclusive jurisdiction and venue over such litigation. All parties consent to personal jurisdiction in the Commonwealth of Pennsylvania and agree to accept service of process outside of the Commonwealth of Pennsylvania as if service had been made in that state.

h. Provisions of this Agreement are severable, and if any provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision, or part thereof, in such jurisdiction and shall not in any manner affect such provision in any other jurisdiction, or any other provision in this Agreement in any jurisdiction. To the extent legally permissible, an arrangement which reflects the original intent of the parties shall be substituted for such invalid or unenforceable provision.

i. The liability of Sigrid Olsen shall be joint and several.

j. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any ambiguity in this Agreement shall not be construed against the party who prepared this Agreement.

k. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused the same to be executed by a duly authorized officer as of the day and year first above written.

[Sigrid Olsen]

By: _____

Name:

Title:

Sigrid Olsen

NATION DESIGN PARTNERS, LLC

By: Nation Design Manager, LLC, its
Manager

By: _____

Name:

Title:

SCHEDULE 1
Trademark

MARK: Sigrid Olsen (Standard Characters, mark.jpg)

The literal element of the mark consists of Sigrid Olsen.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

Assigned serial number '00000000' by USPTO.